

PLEASE NOTE

You have downloaded the Provider Agreement for use with all providers except Primary Service Coordinators.

If you are a Primary Service Coordinator and are applying to enroll independently or you are a Business Entity that only provides Primary Service Coordination, you must download the Primary Service Coordinator Provider Agreement

If you are a Business Entity that provides Primary Service Coordination *in addition to* other early intervention (First Steps) services, you must complete this Provider Agreement and the Primary Service Coordinator Provider Agreement. Both provider agreements should be attached to a single Form 6 (and accompanying Form 6A's as necessary).

If you have any questions, please contact Jackie Neal at 502/564-3756 x4049 or Jackie.Neal@ky.gov .

COMMONWEALTH OF KENTUCKY
CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR PUBLIC HEALTH
DIVISION OF ADULT & CHILD HEALTH IMPROVEMENT

FIRST STEPS PROGRAM

SERVICE PROVIDER AGREEMENT

This provider agreement, is entered into and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Public Health, Division of Adult and Child Health Improvement (hereinafter referred to as the Cabinet) as the Lead Agency for the Kentucky Early Intervention System and funder of the First Steps program, 275 East Main, Frankfort, Kentucky 40621, and:

Provider Name (PLEASE PRINT LEGIBLY)

National Provider Identifier

hereinafter referred to as the Provider.

WITNESSETH, THAT:

Whereas, the Cabinet, in the exercise of its lawful duties in relation to the administration of the First Steps program, Kentucky's Early Intervention System, is required by state regulations and policies to enter into contracts with providers; and

Whereas, the above named provider desires to participate in the First Steps, Kentucky Early Intervention System; and

Whereas, the above named provider may employ qualified professionals to provide the appropriate early intervention services described herein:

Now therefore, it is hereby and herewith mutually agreed by and between the parties hereto as follows:

I. The Provider and its employees:

- (1) Agree to comply with and abide by all current and future applicable federal and state laws and regulations, including the Health Insurance Portability and Accountability Act (HIPAA) and Family Education Rights and Privacy Act, (FERPA) and with First Steps, Kentucky Early Intervention System, policies, procedures and guidelines governing early intervention service providers, including the *First Steps Provider Code of Ethical Conduct*.
- (2) Agree to comply with the civil rights requirements set forth in 45 CFR PARTS 80, 84, and 90. (The Cabinet shall make no payment to providers of service who discriminate on the basis of race, color, national origin, sex, disability, religion, or age in the provision of services).
- (3) Agree to serve all geographic areas of the counties indicated on the approved Form 6, unless a waiver from this requirement is granted by the Cabinet.
- (4) Agree to accept First Steps client referrals without discrimination, including but not limited to children with public or private insurance coverage.
- (5) Agree to provide appropriate early intervention service(s) based on scientifically-based research, to the extent practicable, in accordance with an Individualized Family Service Plan (IFSP) and implement services in a timely manner, as defined by the Cabinet,

unless exceptional family circumstances preclude such implementation and are appropriately documented.

- (6) Agree to maintain accurate records, including daily documentation of services for each date of service billed and other required evaluation, assessment and progress monitoring documentation for a period of at least six years from the child's completion of EI services and for such additional time as may be necessary in the event of an audit exception or other dispute and to furnish the Cabinet with any information requested regarding payments claimed for furnishing services.

If there are outstanding audit exceptions, records shall be retained until such exceptions are closed out to the satisfaction of the Cabinet. If there is active or pending legal action, records shall be retained until a final written resolution is achieved or a final non-appealable court order is entered. The Provider shall also make himself/herself available, as required, for mediation, due process hearings or other legal proceedings.

- (7) Agree that First Steps recipient records are the property of the Cabinet and shall be surrendered immediately upon request. Agrees also to maintain said records in a secure location and environment, free from fire, water, dirt, dust, and humidity, and further agrees to safeguard against loss, defacement and tampering and to provide access to same only by authorized personnel or by any representative of the Cabinet upon reasonable request.
- (8) Agree to permit representatives of the state or federal government, including the Office of Attorney General and Office of United States Attorney to have the right to examine, inspect, copy or audit all records pertaining to the provision of services furnished to First Steps recipients. Such examinations, inspections, copying or audits may be made without prior notice to the provider, and includes the right to question provider's staff on services provided. Any recoupment due to the First Steps program as a result of audit findings will be withheld from the next scheduled payment(s) until the total amount has been recouped unless other arrangements are made.
- (9) Assure that the provider and its employees are aware of 34 CFR Part 303 and KRS 200.650 to 200.676 as well as all provisions of this agreement.
- (10) Agree to inform the Cabinet, within 30 days, of any change in the provider name, ownership, licensure status, address, phone number or e-mail address via an updated Form 6 or other mechanism as defined by the Cabinet.
- (11) Agree to bill private insurance before submitting claims to the First Steps data manager in accordance with state law and regulation and First Steps policies and procedures.
- (12) Agree to submit claims for reimbursement to the First Steps data manager within 60 days following service delivery, on approved forms, utilizing the appropriate codes as defined in provider manual, bulletin, or other notice. There will be no exceptions to this timeframe.
- (13) Agree not to seek further payment directly from the family/patient or through a collection agency for such services unless the insurance payment was paid to the family versus the provider.
- (14) Agree to accept payment from the state for claims submitted to the First Steps data manager as full and final payment for services rendered, and will not seek further payment from the family of the eligible children for such services beyond the amounts available from third party payers, unless the insurance payment was paid to the family versus the provider.

- (15) Agree to maintain coverage and make available, upon request, Certificates of Insurance covering:
Statutory Worker's Compensation (if required)
Professional liability insurance
- (16) Agree to establish and maintain reliable Internet access with Internet Explorer version 5.5 or above for use in the provider's place of business in order to assure timely service documentation and accurate recordkeeping and facilitate timely and accurate claims processing.
- (17) Agree to establish and maintain a functional e-mail account for all employees listed on the approved Enrollment Form (Form 6) and keep the Cabinet apprised of changes to e-mail address(es) via an updated Form 6 or other mechanism defined by the Cabinet.
- (18) Agree to establish and maintain fax accessibility and agrees to keep the Cabinet apprised of changes to the fax number(s) via an updated Form 6 or other mechanism defined by the Cabinet.
- (19) Agree to complete all required training prescribed by the Cabinet, including but not limited to the following:
 - a. training on at least one (1) Cabinet-approved criterion referenced assessment instrument completed on or before September 30, 2008, unless documentation or preservice or inservice training on at least one (1) Cabinet-approved criterion referenced assessment instrument is submitted with this signed Agreement;
 - b. First Steps data system training completed according to a Cabinet-defined schedule; and
 - c. a minimum of three (3) clock hours of training specific to typical early childhood development on or before June 30, 2010.
- (20) Agree to submit:

With this provider agreement, proof of a valid professional license, registration or certificate that allows the provider to deliver the services for which the provider contracts.

By June 30, 2008, proof of a valid professional license, registration or certificate that indicates that the provider is allowed to deliver services for the contract period of July 1, 2008 to June 30, 2010.
- (21) Agree that every provider listed on Form 6 will submit to a criminal background check, Child Abuse/Neglect Registry check and Kentucky State Police Sex Offender Registry check at the Provider's expense in accordance with First Steps program policy.

II. The Cabinet:

Agrees, subject to the availability of federal, state and agency funds, to reimburse the provider in accordance with current applicable federal and state laws, rules and regulations and policies for appropriate billings as prescribed by the Cabinet.

III. Liability:

The Cabinet assumes no liability for actions of the Provider under this Agreement. The Provider agrees to indemnify, hold harmless and defend the Cabinet against any and all liability, loss, damage, costs or expenses including attorney's fees arising from intentional torts or any act or negligence of the Provider, with the exception of acts performed in conformance with an explicit, written directive of the Cabinet. The Provider agrees to maintain liability insurance sufficient to cover any potential liability.

III. Termination of this Agreement:

Either party shall have the right to terminate this agreement at any time, without cause, upon 30 days written notice served upon the other party by certified or registered mail; provided, however, that the Cabinet, may terminate this agreement immediately upon written documentation of violations of First Steps policies, procedures and/or regulations, or this Agreement or in accordance with federal regulations, upon written notice served upon the provider by registered mail with return receipt requested.

IV. Void:

This Agreement shall become null and void on the date the Provider is no longer licensed or certified to practice by the Kentucky Finance and Administration Cabinet or the Education Professional Standards Board, when such license or certification is required.

VII. Violation of Tax and Employment Laws:

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Cabinet's cancellation of the contract and the Provider's disqualification from eligibility for future state contracts for a period of two (2) years.

- _____ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s).
A list of such determination(s) is attached.
- _____ The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

IV. Incorporation by Reference

The following material is incorporated by reference as if fully set forth herein:
Provider Enrollment Form (and any continuation pages),
Electronic Billing Media Addendum, and
Professional Development Plan for Developmental Interventionist.

V. Signature Authority/Execution:

Each signature on this agreement has been made with complete and full authority to commit the party and its employees to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein.

If information identified in Section I (20) of this agreement is submitted timely, this Agreement shall become effective on the date the Director's signature is affixed to the Agreement and shall end on June 30, 2010, subject to the availability of funds and the approval of the Government Contract Review Committee of the General Assembly.

PROVIDER

CABINET FOR HEALTH AND FAMILY SERVICES
DEPARTMENT FOR PUBLIC HEALTH
ADULT AND CHILD HEALTH IMPROVEMENT

Signature: _____
Authorized Official (Provider)

Signature: _____
Authorized Official (Cabinet)

Printed Name: _____

Printed Name: Ruth Ann Shepherd, M.D.

Title: _____

TITLE: Director

Date: _____

Effective Date: _____

Provider Contact Person

Name: _____

Title: _____

Address: _____

Phone #: _____

FAX #: _____

E-Mail Address: _____